logical person. Later on it was adopted as a term synonomous with health. Under this latter signification, as indicative of quality, the decisions of numerous cases would clearly have given the defendant the right to use the term. *Russia Cement Co.* v. *Le Page*, 147 Mass. 211; *Ginter* v. *Kinney Tobacco Co.*, 12 Fed. Rep. 782. The facts brought out by the evidence, however, showed that the plaintiff had adopted it under its original meaning, and thus it could be used as a trade-mark. *Edmonds* v. *Benhow*, Seton (4th ed.) 238; *Barrows* v. *Knight*, 6 R. I. 434.

TRUST DEED—ATTORNEY'S FEES—TURNER v. BAGER, 35 S. E. 592 (N. C.)—A provision in a deed of trust that a fee of 5% should be paid for the services of an attorney in case of foreclosure. *Held*, to be invalid as against public policy.

We have failed to find any direct support for this decision, but the doctrine of a long line of decisions respecting the invalidity of provisions for fees, in the collection of promissory notes and kindred matters seems to have been slightly extended by the present case to embrace the facts involved. *Bullard* v. *Taylor*, 39 Mich. 137; *Bank* v. *Sevier*. 14 Fed. Rep. 662.

VENDOR'S LIEN—WAIVER—CHASTAIN v. HAINES, 27 Sou. Rep. 510 (Ala.).—Where complainant sold land, the purchase money of which was all paid save $89.00, and he refused to execute a conveyance until the balance was paid, which amount, however, was disputed, and the parties formally agreed to abide by the decision of arbitrators chosen. *Held*, that when the arbitrators decided the amount due to be $5.20 and ordered it paid in seven months and an immediate conveyance to be made by the other party, a failure of the vendee to pay the $5.20 when agreed revives the vendor's lien for the $89.00

It seems rather strange that after a proper award by arbitrators that a lien for original purchase money should revive; but the present case holds that the foregoing facts are not sufficient to remove the presumption existing in favor of the retention by the vendor of his equitable lien for unpaid purchase money. *Pam. Eq. Jur.* 1250. *Thompson* v. *Sheppard*, 85 Ala. 611.

VOID BONDS—STATUTE LEGALIZING—RETROACTIVE EFFECT—N. Y. LIFE INS. CO. v. COMISSIONERS, 99 Fed. Rep. 846.—A county issued bonds to build an armory, under a statute subsequently adjudged void. The Legislature then passed a statute legalizing the bonds, and giving the bondholders an action against the county for their value.

Held, such statute was unconstitutional as creating a new right rather than a new remedy, and was repugnant to the clause in the Ohio Constitution against retroactive laws. Where the natural justice of it is clear, it seems the legislature has such power. *Board of Education* v. *State*, 51 Ohio 531. But it was considered that here the juster remedy would be to recover against the property itself.

VOID MUNICIPAL BONDS—RECOVERY IN ASSUMPSET—TRAVELLERS' INS. CO. v. MAYOR ETC., OF JOHNSON CITY, 99 Fed. Rep. 663.—Where a city issued void bonds to subscribe for stock to construct a railroad and depot, which were subsequently built and the stock delivered and retained, a purchaser of such negotiable bonds, payable to bearer, could not recover from the city for money had and received, since the construction of the railroad and depot on the railroad's own property conferred no such direct benefit as would raise an implied promise to pay; and the stock retained was void in its hands.

This is held to be the same in principle as the enhancement of one man's land by improvements made on another's where no promise is raised. *R. R. Co.* v. *Bensley* 664 U. S. App. 115. But where the city receives money or property into its actual possession, there can generally be a recovery. *Read* v. *City of Plattsmouth*, 107 U. S. 568; *Chapman* v. *Douglass County*, 107 U. S. 348; *La.* v. *Wood*, 102 U. S. 294. In *Parkersburg* v. *Brown*, 106 U. S. 487, where void bonds were issued to establish a manufacturing plant, the bondholders to follow the property and proceed in rem.